

## MIDDLESEX UNIVERSITY

### STUDENT REFUND AND COMPENSATION POLICY

#### 1.0 INTRODUCTION

- 1.1 Middlesex University is committed to providing a high quality educational experience, fully supported by a range of academic and administrative services and facilities. The University welcomes the opportunity to correct mistakes, clarify misunderstandings and to respond positively and constructively on any occasion when a student feels the need to express dissatisfaction with a particular service or other aspect of the University's provision.

#### 2.0 PURPOSE

- 2.1 This policy is based on the principles of fairness and transparency and is in keeping with the UK Quality Code, and the Office of the Independent Adjudicator for Higher Education's good practice framework for handling Complaints and Academic Appeals. This Policy will apply under the following circumstances:

- A student has submitted an application through the Student Complaints and Grievance Procedure;
- A student is seeking compensation for accommodation and maintenance costs and lost time where it is not possible to preserve continuation of study;
- A student is seeking compensation for tuition, accommodation and maintenance costs where a student has to transfer courses or provider.

And covers:

- Refunds for students who pay their own tuition fees;
- Refunds for students whose tuition fees are paid by a sponsor;
- Payment of additional travel costs for students affected by a change in the location of their course;
- Commitments to honour student bursaries.

#### 3.0 PROCESS

- 3.1 The University is committed to ensuring that all students have the opportunity to complete their programme, and to receive the appropriate learning opportunities set out as part of the programme offer and in terms and conditions. The University encourages students to inform the University where there is any cause for concern, and the University's Student Complaints and Grievance Procedure exists to enable students to make complaints about such matters.
- 3.2 Specific arrangements for circumstances relating to students affected by a change in location, in programme or provider, or withdrawal of a programme are set out below (paras 8-10). If a student believes that this process has not been followed, they should in the first instance follow the University Student Complaints and Grievance Procedures [https://www.mdx.ac.uk/\_\_data/assets/pdf\_file/0019/444610/Regulations-2017-18-Final-2.pdf ]

#### 4.0 KEY DEFINITIONS

For the purpose of this policy, the following definitions apply:

A **refund** relates to the repayment of sums paid by a student to the university or a reduction in an appropriate amount of sums owed in future by the student to the university. This could include tuition fees, other course costs, accommodation costs.

**Compensation** will relate to some other recognisable loss suffered by the student. This normally falls into two categories, either: (a) recompensing the student for wasted out-of-pocket expenses they have incurred which were paid to someone other than the university (such as travel costs) or (b) the amount needed to put the student in the position they would have been in had the university fully discharged its duties.

#### 5.0 REGULATORY FRAMEWORK

- 5.1 This policy is written in recognition of the following regulatory framework
- Statutory responsibilities

- Consumer Rights Act 2015 (CRA)
  - Higher Education and Research Act 2017 (HERA)
- Registration with the Office for Students
- Sector-wide responsibilities
  - Office of the Independent Adjudicator scheme rules
  - QAA Quality Code
- Institutional responsibilities
  - University regulations

## **6.0 COMPLAINTS**

6.1 In accordance with the UK Quality Code, the University is committed to ensuring that its complaints procedures are fair, effective and timely. In this spirit it is anticipated that the majority of student complaints will be resolved as early as possible through informal dialogue between staff and students at a local level and to the satisfaction of the parties involved. For further details see the Universities student Complaints and Grievance Procedure.

## **7.0 CLAIMS FOR COMPENSATION OR REFUNDS**

7.1 The University is committed to ensuring that all students have the opportunity to complete their programme, and to consulting with students to ensure that alternative arrangements provide fair and acceptable options. However, if a student believes that their individual circumstances have not been fully taken into account, and the University has failed to deliver the appropriate learning opportunity, they should in the first instance follow the University Complaints and Grievances procedures. Claims for compensation will not be considered until the outcome of the complaints or student grievance procedure is known.

7.2 The University is committed to ensuring that there is consistency in approach and that students are treated equally. Compensation may be considered as the most appropriate resolution although for the avoidance of doubt this will be payable in cases of material failure by the University and where there has been a demonstrable loss to the student (E.g. Has the student been able to achieve the learning outcomes for their course?). Consideration will be given to whether any alternative arrangements mitigated the loss experienced by the student. In all cases the student will be required to provide evidence of the loss suffered.

7.3 The focus in such cases will be to ensure that students receive the education that they are entitled to expect based on their contract and the University's priority is to ensure that students receive the contracted University experience. Although financial compensation is an option, any consideration of compensation or refund would consider alternatives (e.g. non-financial redress). Such alternatives may be an apology or goodwill gesture or the offer of alternative learning methods where the course cannot be delivered in the way it was originally intended where this is considered more appropriate.

## **8.0 CHANGE IN LOCATION**

8.1 Students studying on a programme at the University who are required to attend lectures or practical teaching at a location different to their main base, may be entitled to claim travel expenses for travel to a location which is not at their base.

8.2 Students can claim for the actual costs that they incur, but the amount they will actually be paid will be calculated according to the difference in the cost between travelling to their base and to their placement, lecture or training session.  
[<http://unihub.mdx.ac.uk/your-support-services/fees-payments-funding/financial-support/nhs-funding-and-nursing-student-travel-claims> ]

## **9.0 CHANGE IN PROGRAMME OR PROVIDER**

9.1 In the event that the University is unable to continue offering a programme on which students are currently registered, the University will communicate with all students affected by a prospective programme closure or change and ensure teaching and other resources continue to be provided. Where this is not possible for individual modules or years of study the University will work with students to confirm their options in relation to transfer to other programmes or modules and ensure dedicated academic and professional services support

continues to be available, via Unihelp and the Progression and Support team, who provide specialist advice and guidance on study options.

- 9.3 In the unlikely event that a change of location or provider is required, the University will make arrangements to ensure that students have the opportunity to complete their programme by working with an alternative provider to provide teaching or other services. Consideration of compensation arrangements will be given in these circumstances. Students may be entitled to claim travel expenses, but the amount they will actually receive will be calculated according to the difference in the cost between travelling to their base and to the alternative location.

## **10.0 WITHDRAWAL OF A PROGRAMME**

- 10.1 In the event that the University withdraws a programme on which students are currently registered, the University is committed to preserving continuation of study to enable all students to complete their programme. The University will communicate with all students affected by a prospective programme withdrawal and ensure teaching and other resources continue to be provided.
- 10.2 Where this is not possible for individual modules or years of study the University will work with students to confirm their options in relation to transfer to other programmes or modules and ensure dedicated academic and professional services support continues to be available, via Unihelp and the Progression and Support team, who provide specialist advice and guidance on study options.
- 10.3 In the unlikely event that no alternative arrangements can be made, the University will refund tuition fees based on the proportion of completed study time and according to the arrangements set out in section 11. Consideration of compensation arrangements will be given in these circumstances – see section 7.0.

## **11.0 TUITION FEE REFUND**

- 11.1 Tuition fee charges are determined on the basis of enrolment status and not actual attendance. This means that if a student stops attending, but does not formally withdraw or interrupt, they will be liable for tuition fees until the date at which they officially notify the University, or are withdrawn from the programme.
- 11.2 Students deciding to withdraw from a course must notify [UniHelp](#) in writing of their decision. In the absence of written notification of withdrawal a student shall be assumed to be in attendance, subject to the attendance regulations [[https://www.mdx.ac.uk/\\_\\_data/assets/pdf\\_file/0019/444610/Regulations-2017-18-Final-2.pdf](https://www.mdx.ac.uk/__data/assets/pdf_file/0019/444610/Regulations-2017-18-Final-2.pdf)], and as such liable for the payment of tuition fees for the academic year. Once a student receives confirmation of their withdrawal having been accepted and approved they should proceed to complete a Student Refund Form (See section 13.0).
- 11.3 It is important that students are aware of the financial implications of withdrawing during the course of the academic year. Withdrawal deadlines for all students and conditions under which Tuition Fee deposits can be refunded can be found in the [Student Financial Regulations](#).

## **12.0 RIGHT TO CANCEL**

- 12.1 If for any reason the student changes their mind about joining the University after they have accepted our offer (which is the point when the contract to study with us is formed), the student is entitled to cancel their contract for a period of 14 days starting on the day after they accepted our offer for an academic programme. To meet the cancellation deadline, it is sufficient for the student to send their communication in writing to UniHelp concerning their exercise of the right to cancel before the cancellation period has expired.
- 12.2 If the student has cancelled their contract in accordance with the above, the University will reimburse to the student all payments received from them in respect of the cancelled contract. The University will make the reimbursement using the same means of payment as the student used for the initial transaction, unless the student has expressly agreed with us otherwise.

### **13.0 STUDENT REFUND FORM**

- 13.1 Any amounts due to be refunded by the University will only be processed on receipt of a completed Student Refund Request Form, which is available at <http://unihub.mdx.ac.uk>
- 13.2 If the original payment was made by Bacs or cheque the refund will be made by BACS/bank transfer. The student is responsible for ensuring that the correct bank details are completed on the form. The University will not accept any responsibility for payments misdirected as a result of incorrect account details provided on the form.
- 13.3 If the original payment was made by a debit or credit card the refund will be made to the card used in the original transaction.
- 13.4 For Sponsored students, the refund will be made to the Sponsor. If the student is partially self-funding, the student will receive a pro-rata proportion of the refund.
- 13.5 Partial or full refunds will be provided within 14 days from the agreement that a refund is due.

### **14.0 STUDENT LOAN COMPANY PAYMENTS**

Where fees have been paid by the Student Loan Company any refunds due will be paid to the Student Loans Company thereby reducing the value of the loan.

### **15.0 ACCOMMODATION REFUNDS**

- 15.1 Accommodation deposits will need to be paid at the time of returning the completed Application form (Link to be included). The Accommodation deposit covers losses, damages, any additional cleaning required, key or lock replacement where needed, any unpaid rent or other sums payable as a result of any other breach of obligations, including reasonable administrative expenses. Students should be aware that a minimum deduction of £5 applies.
- 15.2 Deposits will be refunded within 6 weeks of the end of the Student Accommodation Agreement, subject to the card it was originally paid from still being active, or provision of bank details. The refund will be less any deductions for the proper costs incurred where the student breaches any of their obligations under their Student Accommodation Agreement including (but not limited to):
- Any costs incurred as a result of repair, replacement, additional cleaning and removal of litter/rubbish (fair wear and tear excepted);
  - University administration fees and other losses or reasonable expenses incurred by the University as a result of a student not complying with their obligations;
  - Key or lock replacement where needed;
  - Any unpaid rent
  - Any other fees owing to the University, including but not limited to, tuition fees and library fines, etc. which the student has failed to pay.

### **16.0 SCHOLARSHIPS AND BURSARIES**

- 16.1 The University currently offers a number of Scholarships, bursaries and other awards which cover all or part of a student's fees. Eligibility criteria vary and the University website should be consulted for further information: <http://unihub.mdx.ac.uk/your-support-services/fees-payments-funding/financial-support/scholarships-bursaries>
- 16.2 In the event of student withdrawal from the programme or interruption of studies, students are entitled to be paid for each eligible month up to and including the month in which they withdrew provided they are enrolled up to the period of withdrawal or interruption.

### **17.0 ANTI-MONEY LAUNDERING REGULATIONS**

The University will not accept any payment from persons or organisations unless they relate to a valid charge, levied or impending. This is to comply with UK Money Laundering regulations. Any suspicious payments and or refund requests may be reported to the appropriate regulating body.